their agreement and remitted the balance to his client. She refused to accept it and filed her petition in the court of chancery to compel the attorney to pay over to the court the entire amount received in the settlement. *Held*, that the court of equity has jurisdiction to exercise summary power over the attorney to compel him to bring into court the moneys so retained, and that the contract for a contingent fee out of the alimony awarded is contrary to public policy and void. *Lynde* v. *Lynde*: *In re Westervelt*, (1902),— N.J. Eq. —, 52 Atl. Rep. 694.

This case seems to extend the jurisdiction of equity in exercising its summary powers as stated in *Strong* v. *Mundy*, 52 N. J. Eq. 833, which held, "that in order to justify the exercise of summary jurisdiction of a court of equity over a solicitor . . . . his conduct must be clearly illegal, dishonest or oppressive;" and also the doctrine stated in *In re Paschal*, 10 Wall (U. S.) 483, "that a motion to pay into court the moneys collected will not be granted if the attorney is guilty of no bad faith or improper conduct."

The principle, as determined by this case, would seem to be that a court of equity has jurisdiction to exercise its summary powers over an attorney whenever there exists any relation of trust and confidence between the attorney and his client.

Upon the second point—that the contract was opposed to public policy—the court cite with approval *Jordan* v. *Westerman*, 62 Mich. 170, 28 N. W. Rep. 826, 4 Am. St. Rep. 836.

BANKS AND BANKING—CASHIER—NOTICE.—Action on a promissory note executed by defendant, H., payable to the V. Coal Co., a corporation, and given without consideration. Plaintiff bank discounted the note at the time of its execution. The cashier of the bank who discounted the note, was also president of V. Coal Co., and knew of the infirmities of the note. H. defends on ground that knowledge of cashier was knowledge of the bank. *Held*, that the knowledge of the cashier, who was acting in a dual capacity, was not imputable to the bank. *People's Sav. Bank* v. *Hine* (1902),—Mich.—, 91 N. W. Rep. 130.

The court bases its decision upon the cases of *Bank* v. *Montgomery*, 126 Mich. 327, 85 N. W. 879, and *Innerarity* v. *Bank*, 139 Mass. 332, 1 N. E. 282, 52 Am. Rep. 710, and cases there cited. The present case seems to be distinguishable from these, in that the cashier did not own the note, nor did he present it for discount. When it was so presented he was acting as the agent of the bank. In the cases cited, the bank official was himself the party presenting the paper for discount; and in most of the cases, was its owner. *Bank* v. *Montgomery*, supra; *West Boston Sav. Bank* v. *Thompson*, 124 Mass. 506; *Bank* v. *Babbidge*, 160 Mass. 563, 36 N. E. 462. The decision, would, however, seem to be justified by the interest which the cashier, as its president, had in the corporation. *Innerarity* v. *Bank*, supra; *Stevenson* v. *Bay City*, 26 Mich. 44.

CARRIERS—LIMITING LIABILITY—EFFECT OF LIMITATION IN CASE OF DELIVERY AFTER NOTICE TO STOP IN TRANSIT.—A contract of carriage—a bill of lading—limited the liability of the carrier for a loss to a specified amount. *Held*, that this limitation affects neither the shipper's right of action against the common carrier for negligence in delivering the goods after due notice from the shipper, agreed to by the carrier, to stop them in transit, nor the amount of the carrier's liability for such delivery; as the action was founded on the tortious act of the carrier and not on the contract of carriage, the undertaking to stop the goods being independent of such contract, and the notification by

the shipper as to stoppage putting an end to the contract of carriage and creating the relation of mere bailment. *Rosenthal* v. *Weir* (1902), 170 N. Y. 148, 63 N. E. Rep. 655.

The effect of the exercise of the seller's right to stop is to restore his right of possession and lien, but it does not rescind the sale. *Diem* v. *Koblitz*, 49 Oh. St. 41; *Sheppard* v. *Newhall*, 7 U. S. App. 544; MECHEM ON SALES § 1611-12. If the carrier, after the exercise of such right, delivers the goods to the buyer, he is liable in conversion for their value. *Litt* v. *Cowley*, 7 Taunt. 169; *Jones* v. *Earl*, 37 Cal. 630. The principal case, in holding that the law creates a new relation in case of stoppage in transitu to which the bill of lading has no reference, relies on *Pontifex* v. *Railway Co.*, 3 Q. B. Div. 23, where the facts are somewhat similar, but the question determined is not as to the effect of any limitation in a contract of carriage, but that the action is founded not on contract but on tort.

CARRIERS—TORT—EJECTION OF PASSENGER FOR FAILURE TO PRODUCE TICKET.—Plaintiff purchased of defendant's agent a railway ticket, stipulating with the agent for a stop-over privilege. The ticket given him did not allow stop-over, and was taken up by the conductor, against plaintiff's protest, before the train reached the "stop-off" station. Plaintiff, however, exercised his right to stop-over, and in due time attempted to continue his journey without procuring another ticket. He explained the situation to the second conductor, but refused to pay fare. In accordance with the rules of the company, the conductor telegraphed for instructions, and was told to eject plaintiff, which he proceeded to do. Action for damages for the unlawful ejection. *Held*, that plaintiff can recover, and is not confined to his action for breach of contract. *Scofield* v. *Penn. Co.* (1902), 50 C. C. A. 553, 112 Fed. Rep. 855.

The authorities are sharply in conflict upon the question of the respective rights of carrier and passenger where through negligence or mistake of the carrier's servants, the passenger finds himself without evidence of the contract he has made with the carrier.

A general rule followed by many courts is that, as respects the conductor and passenger, and the right of the latter to travel, the ticket produced must be conclusive evidence, and he must produce it when called upon as the evidence of his right to the seat he claims. *Frederick* v. *M. H. & O. Railway*, 37 Mich. 342; *Townsend* v. *N. Y. C. Railway*, 56 N. Y. 295; *Bradshaw* v. *Railway Co.* 135 Mass. 407; *Shelton* v. *L. S. & M. S. R. R.* 29 Ohio St. 214; *Yarton* v. *L. S. & W. Railway*, 54 Wis. 234; *Poulin* v. *Canadian P. Railway*, 52 Fed. 197, 17 L. R. A. 800; HUTCHINSON'S CARRIERS, § 580 j. and cases cited.

Other courts hold that the passenger has the right to rely upon the acts and statements of the ticket agent from whom he purchased his ticket, and that if expelled from the train when he has acted in good faith, and is without fault, the carrier is liable in damages for such expulsion, whether the action is brought for a breach of the contract, or solely for the tort of the conductor. *N. Y. L. E. & W. Railway* v. *Winter*, 143 U. S. 60; *Northern Pacific Railway* v. *Pauson*, 70 Fed. 585, 17 C. C. A. 287; *L. E. & W. Railway* v. *Fix*, 88 Ind. 381; *Palmer* v. *Railway Co.* 3 S. C. 580; *Hufford* v. *G. R. & I. Railway*, 64 Mich. 631.

The principal case is distinguishable from the great majority of cases involving the ejection of passengers in the circumstance that before ejecting his passenger the agent communicated with his company and acted upon telegraphic instruction. This, as the court points out, takes the case out of the rule that,